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Purchased by	:	CHETHAN P
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER BYATARAYANAPURA DIVISION BBMP
Second Party	:	CHETHAN P
Stamp Duty Paid By	:	CHETHAN P
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

G SEVA KENDRA SAHAKAR NAGAR Authorized Signatory

Please write or type below this line

AGREEMENT

Agreement No. 104 /22-23

This agreement made on this 18th day of January 2023 Between the Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bellary Road, Byatarayanapura, Bangalore–92, on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore (Hereinafter called "the Employer") of the one part and **Sri. Chethan. P,No. 3, 5th Cross, Lawrance Layout, Veerannapalya, AC Post, Bengaluru-560045** (hereinafter called "the Contractor") of the other part.

Chethan.P

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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ಕಾರ್ಯನಿರ್ವಾಹಕ ಅಭಿಯಂತರರ ಕಛೇರಿ
ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ ಬೆಂಗಳೂರು-560092.

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Whereas the Employer is desirous that the Contractor to execute the work of **Engaging men and machinary for desilting of drains and clearing of shoulder drains of ward no 10, Kempapura** for Indent No.**53747** Administrative Approval No. AS/CE(YLK)/106/2022-23 Date:16-09-2022 and Technical Sanction No. TS/EE/(BTP)/41/2022-23 Date:16-09-2022 of Tender Notification No. EE/BTP/BBMP/E-PMT/16/2022-23, Date: 12-10-2022. (Hereinafter called "the Works") and the Employer has accepted the tender of the Contractor for the execution and completion of such works and the remedfying of any defects therein at a contract Price of **Rs. 14,50,016.00 (Rupees Fourteen Lakh Fifty Thousand Sixteen only) which works out (-9.43%) Below.** The FSD 3% FSD is exempted as per GO FD876EXP-1112/2017 Bangalore Dt: 10.10.2017 security deposit for an amount equivalent to 3% of the contract price shall be deducted in every running bill. However in case of first & final bill the enter security deposit will be deducted for the final bill. And The Diff. Amount Rs. 151000/-Paid through DD No: 437569, Date: 11-01-2023, The Federal Bank Ltd., R T Nagar. GST No: 29AOJPK5230M1ZK.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.
5. GST will be paid only for applicable Schedule of Rates only. And for other non-applicable items GST will not be paid.
6. Sub-Letting of work is prohibited.
7. The defect liability period for Civil works & Asphalt works upto 20mm thick maintenance period is one year & more than 20mm thick maintenance period is three year from the date of final bill. The E.M.D and S.D. will be refunded only after the defect liability period.
8. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORT&H (IVth Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BBMP on his own cost in presence of Engineer / consultants appointed by BBMP
9. Works costing more than Rs.10 Lakhs are subject to third party test and the cost of the same shall be borne by the contractor.
10. For Asphalting works i.e., BM and BC those who own their hot mix plant 40-60 TPH & mechanical paver only shall apply.
11. Further Details of the Work can be obtained from the Office of the Executive, Engineer Byatarayanpura Division, BBMP office, Byatarayanpura, Bangalore–92.
12. The following documents shall be deemed to form and be read and Construed as part of this Agreement, viz.:
    - i) Letter of Acceptance;
    - ii) Notice to proceed with the works;
    - iii) Contractor's Tender as per e-proc Portal.
    - iv) Contract Data as per e-proc Portal.;
    - v) Conditions of contract (including Special Conditions of Contract);
    - vi) Specifications;
    - vii) Drawings;
    - viii) Bill of quantities; and
    - ix) Any other document listed in the Contract Data as forming part of the contract.
    - x) ಮಾನ್ಯ ವಿಶೇಷ ಆಯುಕ್ತರು (ಹಣಕಾಸು), ಜಿಜಿಎಂಪಿ ರವರ ಸುತೋಲೆ ಸಂಖ್ಯೆ: ವಿ.ಆ(ಹ)/ಪಿಆರ್/1368/2021-22, ದಿನಾಂಕ: 08-11-2021 ರಲ್ಲಿ ನೀಡಿರುವ ಆದೇಶದಂತೆ, Silt and Tractor ನಿರ್ವಹಣೆ ಕಾಮಗಾರಿಗಳನ್ನು ಪಾರದರ್ಶಕವಾಗಿ ನಿರ್ವಹಿಸುವ ಸಲುವಾಗಿ ನೂತನವಾಗಿ SDRM (BBMP's Silt and Debris Removal Monitoring system) ಎಂಬ ಮೊಬೈಲ್ application ಅನ್ನು ಅಭಿವೃದ್ಧಿ ಪಡಿಸಲಾಗಿದೆ. ಸದರಿ SDRM app ನಲ್ಲಿ ಪ್ರತಿ ವಾರ್ಡ್‌ಗೆ User Login create ಮಾಡಲಾಗಿದ್ದು, ಪ್ರತಿದಿನ Silt and Tractor ಕೆಲಸ ನಿರ್ವಹಿಸಿದ ಸ್ಥಳ, ಕೆಲಸ ನಿರ್ವಹಿಸುವ ಮುನ್ನ ಮತ್ತು ನಂತರದ ಛಾಯಾಚಿತ್ರಗಳು, ಹಾಜರಾತಿ, ವಾಹನಗಳ ಸಂಖ್ಯೆ ಹಾಗೂ ಅವಶ್ಯಕವಿರುವ ಇತರೆ ಮಾಹಿತಿಗಳನ್ನು ದಾಖಲಿಸಲು ಅವಕಾಶ ಕಲ್ಪಿಸಲಾಗಿರುತ್ತದೆ. ಆದುದರಿಂದ ವಾರ್ಡ್ ವ್ಯಾಪ್ತಿಯಲ್ಲಿ Silt and Tractor ಕೆಲಸಗಳನ್ನು ಕೈಗೊಳ್ಳುವ ಗುತ್ತಿಗೆದಾರರು ಮತ್ತು ಸಂಬಂಧಪಟ್ಟ ಸಹಾಯಕ ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು ಕೇಂದ್ರ ಕಛೇರಿಯ ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಸಲಹೆಗಾರರ ಕಛೇರಿಯಿಂದ User Login and Password ಪಡೆದು ಕಡ್ಡಾಯವಾಗಿ SDRM app ನಲ್ಲಿ ಮೇಲೆ ತಿಳಿಸಿರುವ ಎಲ್ಲಾ ವಿವರಗಳನ್ನು ದಾಖಲಿಸಲು ಆದೇಶಿಸಿದೆ. ಹಾಗೂ SDRM app ನ ಮೂಲಕ ಕೆಲಸ ನಿರ್ವಹಿಸಲು ಸ್ಥಳ, ಹಾಜರಾತಿಗಳ ಆಧಾರದ ಮೇಲೆ ಸಲ್ಲಿಸುವ ಬಿಲ್ಲುಗಳನ್ನು ಮಾತ್ರ ಪಾವತಿಗೆ ಪರಿಗಣಿಸಲಾಗುವುದು.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of was hereunto affixed in the presence of : 1) _____

2) _____

Signed, Sealed and Delivered by the said Executive Engineer, Byatarayanapura Division,

Yalahanka Zone, Bruhat Bangalore Mahanagara Palike.

Binding Signature of Contractor Chethan.P

In the presence of:

Binding Signature of Employer:

Executive Engineer
Byatarayanapura Division
B.B.M.P. Bangalore - 92